

**Quick Product  
Information  
Guide**

# MODICUM

## COMMERCIAL PUBLIC LIABILITY

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The cover any SME must have

### Cover provided:

- Section A:** Public Liability
- Section B:** Products Liability and Defective Workmanship
- Section C:** Pollution
- Section D:** Contractors Liability
- Section E:** Employers Liability
- Section F:** Professional Indemnity
- Section G:** Directors & Officers Liability
- Section H:** Cyber Liability
- Section I:** Motor Liabilities
- Section J:** Extended Reporting Option
- Section K:** Incidental Medical Malpractice
- Section L:** Exhibitor's Liability

**RSUM (PTY) Ltd**  
Directors: BP Marais,  
JC Marais (CA) SA  
Reg no: 2020/448716/07  
FSP no. 51113

**Physical Address:**  
Main Road 70  
Paarl  
Western Cape  
7646

**Our Insurer:**  
Western National Insurance  
Company Limited (South Africa)  
Tyger Waterfront, Charl Cronje  
Drive, Bellville 7535  
Juristic Representative under  
FSP9465



This product is aimed to provide a comprehensive, dedicated policy providing cover for various aspects of liability exposure. Cover provided under this product is specifically aimed at SME businesses that qualify for cover.

Please note that higher limits and more extended covers are available, but under a better suited product and wording

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# Section A: Public Liability

**This is a compulsory section**

## SPECIFIC EXCLUSIONS (Applicable to all Sections)

- Employees
- Property
- Aircraft & Watercraft
- Compulsory Vehicle Insurance
- Compulsory first amount payable
- Deliberate or intentional acts
- Events known to the Insured
- Fines, Penalties
- Liability assumed by agreement
- Motor Vehicles
- Professional advice
- Unlawful competition
- USA and Canada judgments, awards or settlements
- Vibration and removal of support
- Work by contractors (unless added as a separate section)

## AUTOMATIC EXTENSIONS (Included in the limit of indemnity unless otherwise indicated)

- Acquisitions and new business
- Additional Insured
- Car parks
- Cross liabilities
- Employees' and visitors' property
- Emergency medical expenses
- Gratuitous advice
- Tenant's liability
- Tool of trade
- Unattached trailers
- Wrongful arrest and defamation

### Note:

This product is not suitable for manufacturing / processing risks

**Maximum Limit of Indemnity for the above section - R 25 000 000**

# Section B: Products Liability and Defective Workmanship

**If stated in the schedule to be included**

## ADDITIONAL SPECIFIC EXCEPTIONS

This extension does not cover liability for:

- cost of repair, alteration, recall, reconditioning or replacement
- any credit or refund granted or alternative product provided
- cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation
- failure of any product or any part thereof to fulfil its intended function
- from products forming part of an aircraft
- any defect which the Insured was aware of prior to the inception

## OPTIONAL EXTENSIONS (If stated in the schedule to be included)

- Territorial limits under Product liability Extension
- Forecourt liability Extension
- Beautician's liability

### Product:

"Product" shall mean any tangible property after it has left the care, custody or control of the insured which has been designed, specified, formulated, manufactured, constructed, installed or sold inclusive of any advice or information given at promotion

**Maximum Limit of Indemnity for the above section - R 25 000 000**

## Section C: Pollution

Automatically included in Section A limit of indemnity

### ADDITIONAL SPECIFIC EXCEPTIONS

- injury, damage or loss of use of property is limited to a sudden, unintended and unforeseen occurrence

### Pollution:

"Pollution" shall mean any pollution or contamination of the atmosphere or of any water, land, or other tangible property through the creation of noise; radiation; electricity; temperature fluctuations and odors.

It shall also include but not limited to emission or discharge; seepage or dispersal of any material.

## Section D: Contractors Liability

If stated in the schedule to be included

### SPECIFIC EXCEPTIONS

#### This extension does not cover liability:

- from the cost of repair, alteration, recall, reconditioning or replacement of the product
- from inefficacy of such work or because the work did not produce the result anticipated
- prior to the handing over of such work
- from defective design

The performance of a contract is deemed to be any party whose main source of income is derived whilst working on properties which are placed in their temporary control to perform either construction, erection, maintenance, replacement, demolition, breaking out, dismantling, rebuilding, supply and installation.

**Maximum Limit of Indemnity for the above section - R 5 000 000**

## Section E: Employers Liability

If stated in the schedule to be included

### ADDITIONAL SPECIFIC EXCEPTIONS AND CONDITIONS

- liability assumed by the Insured under any contract, undertaking or agreement
- liability for disease or impairment attributable to a gradually operating cause
- fines, penalties, punitive, exemplary or vindictive damages
- damages in respect of judgements delivered outside the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland
- costs and expenses not incurred in and recoverable in the territorial limits
- any claim arising from an event known to the Insured not reported to the Company or prior to inception of cover

**Maximum Limit of Indemnity for the above section - R 20 000 000**

## Section F: Professional Indemnity

If stated in the schedule to be included

### ADDITIONAL SPECIFIC EXCEPTIONS AND CONDITIONS

- which forms the subject of indemnity by any other section of this insurance
- claims made by one Insured against another unless from an independent third party
- arising out of liquidated damage clauses, penalty clauses or performance warranties
- for fines, penalties, punitive, multiple or exemplary damages
- any claim forthcoming from an employee based on an alleged unfair employment practice
- any claim related to the loss of money
- any claim arising from insolvency, liquidation or judicial management
- for any breach of contract
- claim arising from any fraudulent act, dishonesty, illegal or criminal acts or any malicious act
- claims made against the Insured while acting in their capacity as a director or officer
- breach of contract occurred where the insured is providing any physical service to a third party

**Maximum Limit of Indemnity for the above section - R 2 500 000**

## Section G: Directors & Officers Liability

If stated in the schedule to be included

### ADDITIONAL SPECIFIC EXCEPTIONS AND CONDITIONS

#### This policy does not cover liability arising from:

- American Depository Receipts
- Asbestos and Toxic Mould
- Bodily Injury and Property Damage
- Claims and Circumstances known at inception
- Commissions received or paid
- Failure to procure insurances
- Failing to perform professional duties
- Instigation
- Insider Trading
- Insolvency
- Money Laundering
- Pension Fund Involvement
- Pollutants
- Proceedings brought by shareholders
- Public Finance Management Act
- Public Offering
- Retroactive Date
- Secret Profit
- Territorial and Jurisdiction Limits
- Wilful Misconduct

### AUTOMATIC EXTENSIONS

- Corporate Manslaughter
- Emergency Costs
- General Counsel Liability
- Outside Directorships
- Protection for Non-Executive Directors
- Public Relations Consultants
- Reasonable Costs and Expenses
- Reputation Protection Expenses

### INSURING AGREEMENTS:

**A. Directors and Officers liability** - Claims made against the insured persons jointly or severally on account of any Wrongful Act committed or alleged to have been committed.

**B. Company reimbursement** - Claims against the Company for costs and expenses arising out of a claim

**Maximum Limit of Indemnity for the above section - R 5 000 000**

## Section H: Cyber Liability

If stated in the schedule to be included

### ADDITIONAL SPECIFIC CONDITIONS

Cover provided under this Section will be subject to the following:

- any claim first made in writing against the Insured as a result of a reported event will be treated as if reported on the day the event was first reported to the Company
- cancellation/non-renewal of policy - event may be reported for up to 30 days
- series of claims made against the Insured from one original cause will be treated as if all had first been made against the insured on the date the event was first reported
- if the Insured was not aware of any event a claim will be dated on the day that the first claim of the series was made against the insured

### AUTOMATIC SPECIFIC EXCLUSIONS

- any bodily, mental or emotional injury, sickness, disease or death
- any loss of or damage to property
- any claim known to the Insured prior to inception
- any claim arising from an event known to the Insured which is not reported to the company
- any claim assumed by the Insured by agreement
- any actions that are of a criminal nature as such
- any costs incurred by the insured to restore, re-collect, or replace data
- any code in any part of a software system or script that is intended to cause undesired effects, security breaches or damage to a system

**Maximum Limit of Indemnity for the above section - R 2 500 000**

## Section I: Motor Liabilities

If stated in the schedule to be included

### ADDITIONAL SPECIFIC EXCEPTIONS

- conditional upon a minimum first amount payable of R 2 500 000
- compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment
- the death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle
- liability arising from the operation, demonstration or use of any tool or plant (not including forklift trucks)

### VEHICLE:

means a land vehicle (including any machinery or apparatus attached thereto) whether or not subject to motor vehicle registration and whether or not self-propelled, including railway locomotives and rolling stock.

### INDEMNITY:

Any accident caused by or through or in connection with any vehicle described in the schedule or in connection with the loading and/or unloading of such vehicle in respect of which the insured becomes legally liable to pay in respect of:

- Death of or bodily injury to any person
- Damage to property

**Maximum Limit of Indemnity for the above section - R 2 500 000**

## Section J: Extended Reporting Option

If stated in the schedule to be included

### INSURING AGREEMENT

- At the option of the Insured and subject to payment of an additional premium to be determined and subject to all the Terms, Exceptions and Conditions of this Section, the Company agrees to extend the period during which the Insured may report an event in terms of General Condition 3 for a period to be agreed, but in no circumstances exceeding 36 (thirty-six) months

**Cover provided for a three-year period**

## Section K: Incidental Medical Malpractice

If stated in the schedule to be included

### ADDITIONAL SPECIFIC EXCEPTIONS

**This Extension does not cover liability arising out of:**

- any criminal act committed wilfully
- services rendered by any person who to the Insured's knowledge is under the influence of intoxicants or narcotics
- the use of drugs for weight reduction
- services rendered for a fee payable by the patient
- clinical tests or trials of drugs

### GENERAL EXCLUSION:

#### **Medical Malpractice**

arising out of, based upon, attributable to, in consequence of or in any way involving a legal cause of action that occurs when a medical or health care professional deviates from standards in his or her profession, thereby causing injury to a patient.

**Maximum Limit of Indemnity for the above section - R 5 000 000**

## Section L: Exhibitor's Liability

If stated in the schedule to be included

### SPECIFIC COVER

- meant for Insureds who partake on Exhibitions or Trade Shows
- cover for erection or dismantling of Exhibitor Stands
- cover for claims forthcoming from Damage or Injury caused to third parties visiting the Exhibition

**Maximum Limit of Indemnity for the above section - R 5 000 000**

## OPERATIVE CLAUSE INCLUSION:

### DEFENCE COSTS

Subject always to Limit of Liability, the Underwriters will pay all reasonable legal costs and expenses incurred by the Insured with Underwriter's prior consent

a) in the investigation, defence or settlement of and/or

b) as a result of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any occurrence which forms or could form the subject of indemnity by this Certificate ("Defence Costs").



## DISCLAIMER

All product information contained in this document is only for information purposes and the relevant product policy wording and policy schedule shall at all times material supersede this document. This document can never be construed as the basis of any contract of insurance or binding on any party.